



## **Implementation Agreement to cooperate in the establishment of a Confucius Institute at Cardiff University**

To enhance educational cooperation between China and United Kingdom, to develop Chinese language ability in United Kingdom, and to promote mutual understanding and friendship between peoples of the two countries, Cardiff University (Cardiff) and Xiamen University (Xiada, the two parties), have agreed on the following for the implementation of the Agreement between the Confucius Institutes Headquarters of China (Hanban) and Cardiff University on the Establishment of a Confucius Institute at Cardiff University (the Institute, The Establishment Agreement).

### **I. Purposes and Forms of Cooperation**

In order to train students in Chinese language and Chinese culture to help meet the requirements of United Kingdom society, to take full advantage of the existing and potential resources of both parties and to promote the development of education in Chinese language and Chinese culture in United Kingdom, the two parties shall cooperate in following aspects:

1. Teaching Chinese language and providing Chinese language teaching resources, and Training Chinese language instructors;
2. Providing information and consultative services concerning China's education, culture, and so forth; supporting Chinese cultural festivals and events;
3. Holding the HSK examination (Chinese Proficiency Test) and tests for the Certification of the Chinese Language Teachers;
4. Programmes and activities to promote China knowledge sharing and capability building with the UK business community, public sector organizations, and other social sectors;
5. Programmes and activities to promote study and research on contemporary China in United Kingdom;
6. Conducting language and cultural exchange activities;
7. Other activities with authorization and by appointment of the Headquarters.

### **II. Rights and Obligations of the Two Parties**

#### **1) Rights and Obligations of Xiada**

- A. Select representatives from Xiada to be members of the Board of Advisors (the Board) of the Institute and participate in the management of the Institute to ensure the implementation of the Establishment Agreement.
- B. Obtain the approval from the Chinese education administrative authority needed for certain cooperative projects.
- C. Select administrative and teaching staff to the Institute from Xiada according to the requirements of Hanban and the work of the Institute, and apply to Han Ban for funding to cover salaries and other relative costs of these staff.
- D. Offer support services to students sent by Cardiff to study at Xiada, and organize relevant teaching activities.

## **2) Rights and Obligations of Cardiff**

- A. Select representatives from Cardiff to be members of the Board of the Institute, participate in the management of the Institute and ensure the enforcement of the Establishment Agreement.
- B. Obtain approval, where required, from relevant educational authorities in the United Kingdom.
- C. Provide classrooms, office rooms, basic teaching facilities and other infrastructure for the Institute.
- D. Select staff from Cardiff to participate in the management of the Institute and cover their salary and other relative costs.

## **III. Management of The Institute**

The Institute is managed by a director nominated by Cardiff and an academic director nominated by Xiada. Directors are appointed by and report to the Board. The Board consists of nine (9) members, of which, five (5) are nominated by Cardiff and four (4) by Xiada. Chairman of the Board is elected by the Board.

In cooperation on the Institute, Cardiff and Xiada are committed to high quality management and law-abiding operations and to the standard and quality of higher education of both China and United Kingdom.

## **IV. Financial Arrangements**

Cardiff and Xiada shall bear the costs of applying for the approval of this project in their respective countries.

The two parties shall apply together to Hanban for funds as the investment of the Chinese side for the establishment and annual running costs of the Institute as stipulated in the Establishment Agreement, Article 6, 3. Cardiff should also provide funds as stipulated in the Establishment Agreement, Article 7.

The annual budget revenue (tuition fees and income from sponsor companies) shall be used to expand the Institute, raise teaching and research levels, and maintain the regular operation of the Institute.

The Institute shall produce a budget and a final accounting report each year. The annual budget and accounting should be verified by the Board and approved by Han Ban and Cardiff University. Outlays

money borne by the Chinese side should be managed according to *Method of Financial Management of Chinese Side of Confucius Institutes* issued by Confucius Institute headquarter.

## **V. Other matters**

The Agreement shall be effective on the date when signed by the two parties and shall remain in force for a period of five (5) years. If, during the 90 days before the end of the Agreement, neither party notifies the other in writing that it wishes to terminate the Agreement, then it will automatically be extended for another five (5) years.

This Agreement is written in Chinese and in English. Each party shall keep one copy in Chinese and one copy in English of the signed Agreement. The Agreement, in both languages, shall have the same effect.

In the events of any dispute, the two parties should resolve through negotiation or submit to arbitration at the place this Agreement signed.

Other matters not settled by this Agreement shall be solved through friendly, cooperative negotiations between the two parties.

In Wellington, United Kingdom

**Signed for  
Xiamen University**

**President,**

**Professor Zhu Chongshi**

**Signed for  
Cardiff University**

**President and Vice-Chancellor,**

**Professor Colin Riordan**

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**AGREEMENT OF CO-OPERATION**  
**BETWEEN**  
**CARDIFF UNIVERSITY, UNITED KINGDOM**  
**AND**  
**XIAMEN UNIVERSITY, PEOPLE'S REPUBLIC OF CHINA**

Cardiff University and Xiamen University hereby conclude the following memorandum in order to further deepen the mutual friendship and promote the academic exchange in research and education in both Universities.

1. The items for the exchange under this memorandum include:
  - 1.1 the exchange of scholars and researchers, mutual visits of students;
  - 1.2 the exchange of information on curricular and educational methodologies;
  - 1.3 the development of joint research projects based on mutual understanding;
  - 1.4 any other items recognised as deepening the friendly relations between both parties and which are valuable for academic research and education.
2. Implementation of the above should usually be carried out at School Level, only after consultation between both universities and having followed appropriate agreement procedures. Details of these co-operative ventures are included in Appendix A to this agreement.
3. This Agreement carries no financial implications for the signatory institutions and parties shall be required to seek external funding to finance exchange schemes. Any agreed costs incurred by each University however are to be borne by the relevant School within that University.
4. This Agreement may be terminated in writing by either party by giving 6 months notice – without prejudice to persons already engaged in associated activity.
5. This Agreement may be modified by consent of the parties at any time by giving 6 months notice – without prejudice to persons already engaged in associated activity.
6. This Agreement shall come into force with effect from the date of signing and shall be valid for 5 years in the first instance, and thereafter it shall be renewed automatically at the end of each term for an additional period of 5 years, unless otherwise notified by either party.
7. Nothing in this agreement shall be construed as creating any legal relationship between the parties. This agreement shall be constructed as a statement of intent to foster genuine and mutually beneficial academic

## Appendix A: Schedule of joint activity between Cardiff and Xiamen

### **1. Annual Cardiff/Xiamen Joint Academic Symposium**

Subject to mutual agreement on dates, both parties agree to participate in an academic symposium to further define areas of mutual research interest. The Symposium will take place annually, alternating between Xiamen and Cardiff.

Participants from both sides will be composed of Senior Academic staff including Pro-Vice Chancellors, Heads of School and Heads of Research Centres. The first symposium will take place in early 2014.

### **2. Exchange of scholars and researchers**

Students from Xiamen University will be eligible to enter certain Cardiff University programmes with credit and advanced standing as set out in separate agreements outlined in Annex B and C.

Further agreements for Cardiff students to participate in Xiamen courses as part of their degrees will be developed and agreed before April 2014 for implementation during the summer of 2014 and beyond.

### **2 Development of joint research projects based on mutual understanding**

As above, areas of joint research interest will be identified as part of an annual academic symposium between Cardiff and Xiamen. A programme of activity between schools where mutual research interests have been identified will be developed for implementation.

A programme of funding will be agreed to support joint research projects from both internal and external sources.



collaboration. This agreement does not prejudice the right of either party from establishing similar relationship with any other University. In the case of dispute, all matters shall be discussed at the highest level in both Universities until such matters are resolved.

**SIGNED**

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Prof. Colin Riordan  
Vice-Chancellor  
Cardiff University

**DATED**

23<sup>rd</sup> October 2013

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Prof. ZHU Chongshi  
President  
Xiamen University

**DATED**

23/10/2013